UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI NORTHERN DIVISION

JAMES E. DAVIS AND FRANCOIS KOHLMAN, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, Plaintiffs, vs.	: : : : : : : : : : : : : : : : : : : :	Case No. 3:11-CV-093-MPM-SAA
ACA FINANCIAL GUARANTY CORPORATION, and JOHN DOES One through Ten,	: : : : : : : : : : : : : : : : : : : :	
Defendants.	: : : :	
	X	

DEFENDANT'S MOTION FOR HEARING ON ITS MOTION TO DISMISS

In compliance with instructions by the clerk of the Court, Defendant ACA Financial Guaranty Corporation ("<u>ACA</u>") files this motion for a hearing on its pending Motion to Dismiss Plaintiffs' Amended Complaint and to Stay All Class Certification Proceedings (the "Motion to Dismiss"). In support of this motion, ACA states as follows:

- 1. On or about January 26, 2012, ACA filed its Motion to Dismiss, along with its supporting brief. [Docs. 23, 24]. Pursuant to Local Rule 7(6)(A), ACA noted on the face of the motion and brief that it requested oral argument on its Motion to Dismiss. [Docs. 23, 24]. On or about March 21, 2012, ACA filed its reply brief in support of the Motion. [Doc. 36]. In the reply brief, ACA renewed its request for oral argument. [Doc. 36].
- 2. Although the facts of this case are simple and straightforward, it involves a number of claims and a request for certification of a class. Those six causes of action are based

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on Plaintiffs' claims that (a) they acquired certain Toll Road Revenue Bonds (the "Original

Bonds") issued by Connector 2000 Association, Inc. (the "Issuer"); (b) ACA issued a number of

Secondary Market Insurance Policies insuring the payment of the debt service on a subset of the

Original Bonds (the "Original Insured Bonds"); (c) the Issuer failed to make the July 1, 2011

payment purportedly due on the Original Insured Bonds; and (d) ACA purportedly breached the

terms of the "Policy" owned by Plaintiffs by failing to pay said amount to Plaintiffs.

3. Not a single one of Plaintiffs' causes of action states a claim upon which relief

can be granted. Accordingly, for the reasons set forth in ACA's Motion to Dismiss and

accompanying briefs, this Court should dismiss Plaintiffs' amended complaint, and ACA

believes that oral argument would benefit the Court in understanding the underlying allegations

and ruling on the Motion to Dismiss.

WHEREFORE, ACA requests that this Court set ACA's Motion to Dismiss for hearing.

RESPECTFULLY SUBMITTED, this 23rd day of March, 2012.

/s/ Mason E. Lowe

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CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Jesse Mitchell, III Esq.
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This the 23rd day of March, 2012.

/s/ Mason E. Lowe

MASON E. LOWE